

DIAMANTE CABO SAN LUCAS, LLC.

131 Deer Hill Avenue Suite B
Danbury, CT 06811

VIA EMAIL
and REGULAR MAIL

April 21, 2014

Mr. John R. Kaiser

[REDACTED]
[REDACTED] NY [REDACTED]

Re: Baja Ventures 2006, LLC.

Dear John,

I have reviewed the two Agreements between you and Philip A. Kenner and you have confirmed with me directly that none of the debt owed to you by Philip A. Kenner was repaid to you by the end of December, 2009, in accordance with the terms of both Agreements. Pursuant to Article 9 of Diamante's Operating Agreement, as Managing Member of Diamante Cabo San Lucas, LLC ("Diamante"), this letter is confirm my approval of the transfer to you, as a Substituted Class Member, of the share of Philip A. Kenner's Class A Membership interest in Baja Ventures 2006, LLC ("Baja") pursuant to the terms of your two Agreements with Philip A. Kenner and pursuant to the terms of the Assignment and Assumption Agreement to be executed by you, such transfer effective as of January 1, 2010.

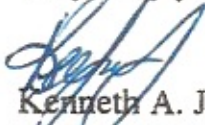
Any K-1's from January, 2010 forward should reflect the foregoing.

Please note that Diamante has not taken any action with respect to Baja's annual registration with the Secretary of State of Delaware, but we have checked and the registration is currently up to date. We have requested a Certificate of Good Standing for our records.

Please speak directly to Diamante counsel, William J. Najam, Jr., with respect to corrective K-1's and any necessary future filings with the Delaware Secretary of State.

Thank you for your consideration in this matter.

Very truly yours,



Kenneth A. Jowdy
Managing Member

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT, dated April 21, 2014, between John R. Kaiser, as Substituted Class Member ("Assignee") of a ninety percent (90%) Class A Membership interest in Baja Ventures 2006, LLC, a Delaware limited liability company and Kenneth A. Jowdy ("Jowdy"), as Managing Member of Diamante Cabo San Lucas, LLC ("Diamante") a Delaware limited liability company.

WITNESSETH:

WHEREAS, Assignee has accepted a certain transfer of a Class A limited liability company membership interest in Baja Ventures 2006, LLC ("Baja") from Philip A. Kenner ("Kenner"); and

WHEREAS, the Interest constitutes ninety percent (90%) of the total membership interest of Kenner in Baja (the "Assigned Interest"); and

WHEREAS, Baja is a Class A Member of Diamante; and

WHEREAS, pursuant to the provisions of Article Nine of the Diamante Operating Agreement, no sale, assignment, pledge, transfer or other disposition of all or any portion of any Class Interest (a "Transfer") may be made without the prior written consent of the Managing Member (of Diamante), which consent may be withheld in the Managing Member's sole discretion; and

WHEREAS, Assignee wishes to be recognized and accepted by Diamante as a Substituted Class Member of Baja; and

WHEREAS, the Managing Member of Diamante is willing to grant such consent to the transfer of such Kenner Membership Interest in Baja to Assignee;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements set forth below, the parties agree as follows:

1. In accordance with the terms of two Agreements dated July 28, 2006, and February 2, 2008, respectively, by and between Kenner and Assignee, copies of which Agreements are attached hereto and incorporated herein by reference, on the date each such Agreement was signed, the parties hereto agree that Kenner immediately transferred the Assigned Interest to Assignee.
2. When Kenner failed to repay the Loan obligations to Assignee on or before the end of December, 2009, pursuant to the terms of the Agreements, Kenner relinquished his right to reacquire the Assigned Interest from Assignee.

3. Assignee accepted the transfer of the Assigned Interest in Baja from Kenner, and as a Substituted Class Member of Baja, agreed to be subject to all of the provisions of the Baja Operating Agreement and all of the provisions of the Diamante Operating Agreement.
4. In consideration of the payment of sum of \$10.00, the receipt and sufficiency of which are acknowledged, Assignee hereby reaffirms his acceptance of the entire right, title and interest in and to the Assigned Interest from Kenner, effective as of January 1, 2010 (the "Effective Date"). Assignee shall be entitled to all distributions made by Diamante in respect of the Assigned Interest, and to the share of Diamante's income, gain and loss allocable to the Assigned Interest, for all periods after the Effective Date. Kenner shall retain all rights to any distributions, income, gain and loss of Diamante allocable to the Interest for all periods prior to the close of business on the Effective Date.
5. Assignee represents and warrants to Diamante that: (i) Kenner had full right, power and authority to sell, convey, assign, transfer and deliver the Assigned Interest to Assignee, (ii) all actions and proceedings taken by Kenner in connection with the transactions contemplated by this Agreement have been duly and validly taken, (iii) on approval of the assignment of the Assigned Interest, Assignee shall own the Assigned Interest free and clear of all claims, liens, security interests, charges and encumbrances and (iv) the two Agreements between Kenner and Assignee have been duly validly executed and delivered by Kenner to Assignee and constitute legal, valid and binding obligations of Kenner and Assignee enforceable in accordance with the terms of each Agreement, (v) Assignee had full right, power and authority to obtain the Assigned Interest from Kenner, (vi) Assignee is an "accredited investor" (as defined in Rule 501(a) of the Rules and Regulations under Securities Act of 1933), (vii) Assignee has received and read a copies of the Operating Agreement of Diamante (the "LLC Agreement"), as well as the Operating Agreement of Baja Ventures 2006, LLC, (viii) all actions and proceedings necessary to be taken by Assignee in connection with the transactions contemplated by this Agreement have been duly and validly taken and (ix) this Agreement has been duly and validly executed and delivered by Assignee and constitutes his legal, valid and binding obligation enforceable in accordance with its terms.
6. Assignee reiterates its agreement to be bound by the all of the provisions of the Baja Operating Agreement and the provisions of the Diamante Operating Agreement, including without limitation, Article Nine of the LLC Agreement.

7. Assignee agrees to deliver to Assignee such further instruments, documents and materials (and shall acknowledge the same where applicable) as may be necessary or desirable for the consummation of the transactions contemplated herein, as Diamante may reasonably request in the future. Assignee has further agreed to furnish to Diamante the information set forth in Schedule A.
8. Jowdy, as Managing Member of Diamante and pursuant to Article Nine of the Diamante Operating Agreement, consents to the assignment contemplated by this Agreement and agrees to the admission of Assignee into Baja as a Substituted Class Member of Baja holding a ninety percent (90%) Class A Membership Interest in Baja as of the Effective Date.
9. Assignee agrees to indemnify and save harmless Jowdy and Diamante and their successors and assigns, from and against any and all damages, losses, obligations, liabilities, liens, fines, costs and expenses, including, without limitation, attorneys fees and costs, assessed against Jowdy and Diamante in any suit, action, investigation, claim, or proceeding (hereinafter collectively referred to as the "Indemnified Liabilities"), suffered, sustained or incurred by Jowdy and Diamante with respect to acts, omissions or occurrences, arising on or after the Effective Date, by reason of Assignee's ownership of the Baja Membership Interests. Jowdy and Diamante agree to give reasonably prompt notice to Assignee of any Indemnified Liabilities following the date Jowdy or Diamante receive written notice of the same.
10. This Assignment and Assumption Agreement and the approval thereof by the Managing Member of Diamante may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto. Facsimile and portable document format (PDF) signatures to this Assignment shall have the same force and effect as original signatures.
11. This Agreement shall be binding on, enforceable against and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and fully performed in such state, without giving effect to conflicts of law principles.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

By John R. Kaiser

John R. Kaiser, "Assignee"

Assignment and Transfer of the Assigned Interest approved by:

Diamante Cabo San Lucas, LLC

By Kenneth A. Jowdy

Kenneth A. Jowdy

Its: Managing Member

Additional LOAN from John R. Kaiser to Philip A. Kenner

Dated: February 5, 2008

In consideration for the additional loan due to Kaiser (in BOLD BELOW) and guarantees from Kenner:

- \$1m investment to Ka'u Holding Company, and
- \$360,000 loan to GuideDog, LLC
- \$455,000 for the Cactus Road Scottsdale renovation

RE: Baja Ventures 2006, LLC, a Delaware LLC

John R. Kaiser will acquire 90% of the member interest in Baja Ventures 2006, LLC immediately. Kaiser acknowledges there are debts and other obligations to Baja Ventures 2006, LLC for the company currently and his security will subordinate behind the initial \$2.5mm investment (its capital account as of March 2006).

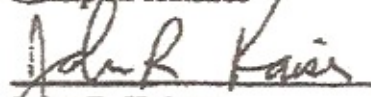
In the event that Kenner can repay Kaiser full consideration for the outstanding loans and guarantees by December 2009, Kenner has the rights to reacquire the 90% interest in Baja Ventures 2006, LLC.

RE: GuideDog, LLC, a Delaware LLC

If the unpaid loans due to Kaiser and guarantees from Kenner are not satisfied in full by January 1, 2008, Kaiser will acquire GuideDog, LLC as additional collateral for the unpaid guarantees and loans. If the unpaid loans due to Kaiser and guarantees from Kenner are not satisfied in full by January 1, 2010, Kaiser will acquire all equity and rights to GuideDog, LLC, a Delaware LLC as its sole Managing Member. Kenner will assist in the transfer of Managing Member status without hesitation on or about January 1, 2010. Kenner confirms that there are no other future pledge agreements of GuideDog, LLC at the time of this agreement.


Philip A. Kenner

2/5/2008
Date


John R. Kaiser

Feb 2008
Date

Dated: July 28, 2006

In consideration for the unpaid loans due to Kaiser and guarantees from Kenner:

- \$1m investment to Ka'u Holding Company, and
- \$360,000 loan to GuideDog, LLC

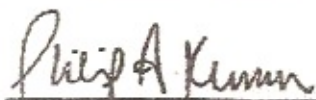
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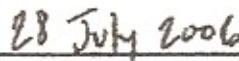
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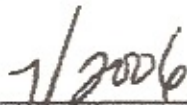
Philip A. Kenner



Date



John R. Kaiser



Date

SCHEDULE A

BAJA VENTURES 2006, LLC

ASSIGNEE INFORMATION

Name: John R. Kaiser

Address:

John R. Kaiser Tax ID No.:

Telephone Number:

Email Address: